

AGREEMENT
INFORMATION SHARING AND RESTRICTIONS ON INFORMATION HANDLING

The U.S. Environmental Protection Agency (EPA) is performing an investigation concerning contamination in groundwater in Juneau County, Wisconsin to protect human health and the environment, pursuant to its authorities under the Safe Drinking Water Act, and providing information consistent with EPA's Privacy Act System of Records Notice (SORN) Number EPA-74. EPA is performing these actions in coordination with various Juneau County, Wisconsin, entities (and each of their contractors and consultants), including but not limited to the Juneau County Health Department and the Juneau County Land and Water Resources Department. On behalf of those entities, Juneau County is the Signatory to this Memorandum of Agreement (Agreement).

To facilitate EPA's activities and consistent with the terms of this Agreement, EPA may provide EPA-obtained documents or other records for use by the Signatory. This shared information may contain controlled unclassified information, including Personally Identifiable Information (PII) of individuals affected by the contamination.

Consistent with federal law and the EPA's Privacy Policy (CIO Policy 2151.1), the Signatory agrees that such documents or other records shall be handled in accordance with the following terms:

- a. As used in this Agreement, the term "controlled unclassified information" means: (1) personally identifiable information, as defined in EPA's Privacy Policy, or (2) records that would be exempted from disclosure pursuant to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, including information such as "personnel and medical files and similar files the disclosure of which would constitute a clearly unwarranted invasion of personal privacy" that is subject to Exemption 6 and EPA's regulations at 40 C.F.R. Part 2. PII includes names, street or mailing addresses, phone numbers, email addresses, and any other contact information that is used to locate and identify individual residents.
- b. Specifically, by this Agreement, EPA requires that PII obtained by EPA and provided to the Signatory be maintained in a manner consistent with EPA's Privacy Policy (CIO Policy 2151.1), and specifically, the privacy controls issued by National Institute of Standards and Technology (NIST) Special Publication 800-53 to protect PII.
- c. No provision within this Agreement constitutes a determination of whether or not information has been deemed to be releasable to the public under FOIA or other federal law or regulation. This Agreement is to be read and applied consistent with FOIA and other federal laws and regulations. *See* 5 U.S.C. § 552.
- d. Any information to be provided by EPA to the Signatory that contains PII shall be labeled "Controlled Unclassified." EPA will to the extent practicable, label each page of each document or record prior to production to the Signatory.
- e. Information designated as Controlled Unclassified under this Agreement shall not be used by the Signatory for any purpose other than to implement EPA's or the Signatory's activities relating to groundwater contamination in Juneau County.

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- f. The Signatory shall take all necessary and appropriate measures to comply with the terms of this Agreement, shall share information designated as controlled PII only with persons authorized to receive it within the Signatory's organization and pursuant to the information sharing provisions set forth herein, and shall retain the information in a secure manner consistent with EPA's Privacy Policy for maintenance of PII and specifically, the privacy controls issued by National Institute of Standards and Technology (NIST) Special Publication 800-53 to protect PII.
- g. All records released under this Agreement to the Signatory by EPA are EPA records and must be handled consistent with EPA Privacy Policy and federal Law. Once the Emergency EPA investigation and Signatory's corresponding activities relating to groundwater contamination have ended, all records and copies of records shall be returned to EPA upon demand. If the Signatory receives a request or demand for any record(s) it has received through this Agreement, Signatory shall immediately notify EPA. EPA will provide direction on how to proceed regarding the request or demand.
- h. The Signatory will promptly report breaches of PII, unauthorized disclosures or releases and system vulnerabilities to EPA in accordance with Agency policies and procedures.
- i. All copies, duplicates, extracts, etc. of information designated as controlled hereunder shall be subject to the same terms set forth herein to the same extent and manner as the original documents.

This Agreement is effective immediately upon the date of signature of the designated representative of the Signatory below.

Alan K. Peterson, Chairperson
Juneau County Board of Supervisors

Date